

AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (hereinafter called the "State") and the **University of Vermont and State Agricultural College**, with a principal place of business in Burlington, Vermont (hereinafter called the "Contractor") that the contract for programmatic and clinical management services is hereby amended to extend the Contract for two (2) additional years, as allowed by the original Contract. This amendment is effective, as follows:

The following changes are effective upon execution of this amendment:

1. On page 5 of 27, in Attachment A, Specifications of Work to be Performed, Section I-A-2-k-i, OVHA Medical Director, Conditions of Employment, change "hold unrestricted licenses to practice medicine in the State of Vermont"

to:

"Hold an unrestricted license to practice medicine in the State of Vermont, or hold an unrestricted license to practice medicine in another state and actively pursue an unrestricted license in Vermont through the Vermont Medical Practice Board."
2. In the Contract and all existing project descriptions, change all references to the "Office of Vermont Health Access (OVHA)" to the "Department of Vermont Health Access (DVHA)."
3. In the Contract and all existing project descriptions, change all references to the "Director of OVHA" to the "Commissioner of DVHA."
4. Delete all references to the "Associate Medical Director."
5. Change all references to "managed care organization (MCO)" to "managed care organization (MCO) entity" and change all references to "MCO" to "MCO entity."

The following changes are effective October 1, 2010:

6. On page 1 of 27, Section 3, Maximum Amount, change " a sum not exceed \$1,200,000.00"

to:

"a sum not to exceed \$2,355,859.00."
7. On page 1 of 27, delete Section 4, Contract Term, and substitute in lieu thereof the following Section 4:

"Contract Term. The period of Contractor's performance shall begin on October 1, 2008 and end on September 30, 2012."
8. On page 4 of 27, in Attachment A, Specifications of Work to be Performed, Section I-A-1-h, OVHA Medical Director, Responsibilities, add the following:

"Organize and direct the Clinical Utilization Review Board (CURB)."

9. On page 7 of 27, add the numeral '5' before "Areas of consultation and technical assistance may include, but not be limited to:"

10. On page 8 of 27, change the letter 'd' to the numeral '6' before "Assessment and Prioritization:"

11. On page 10 of 27, in Attachment A, Specifications of Work to be Performed, Section III-E, Quarterly Status Meetings, change the first paragraph from:

"The State and the Contractor will participate in quarterly status meetings to assess the work and ensure compliance with the terms of this agreement. Meetings will include, but not be limited to: the Director of OVHA, the Secretary of the AHS and/or designee, the contract liaison, Medical Director and Individual Project Leads as needed."

to:

"The State and the Contractor will participate in quarterly status meetings, as needed, to assess the work and ensure compliance with the terms of this agreement. Meetings may include, but not be limited to: the Commissioner of DVHA, the DVHA Director of the Division of Health Services and Managed Care, the Secretary of the AHS and/or designee, the contract liaison, the Principal Investigator, the Medical Director and Individual Project Leads, as needed."

12. On page 11 of 27, IV. Point of Contact, delete "Joshua Slen, Director" and replace with "Victoria Loner, Director, Division of Health Services and Managed Care."

13. On pages 12 of 27 and 13 of 27, delete Attachment B, Payment Provisions, in their entirety and substitute in lieu thereof the new Attachment B, which is included as part of the amendment on page 6.

14. Project #4 of this Contract, entitled "Coordination of Office-Based Medication Assisted Therapy," ends September 30, 2010.

15. Project #5 of this Contract, entitled "PARIS VA/MH MISSION," ends September 30, 2010.

Project #2 of this Contract, entitled "Developmental Screening Project," consists of seven (7) pages.

Project #2 is amended effective October 1, 2010, as follows:

16. On page 1 of 7, first paragraph, last sentence, change "September 2011" to "December 2011."

17. On page 1 of 7, Project Activities, 1, first paragraph, delete in its entirety the last sentence: "VCHIP will provide a written report on project activities at the end of Year 1, and at the end of the project."

18. On page 1 of 7, Project Activities, 1, second paragraph, change:

"Deliverable: The reporting on project activities. The Year 1 report will be due no later than July 30, 2010, and the end of project report will be due no later than October 30, 2011."

to:

STATE OF VERMONT
AMENDMENT TO CONTRACT FOR SERVICES
University of Vermont and State Agricultural College

Contract # 13762
Amendment # 1
Page 3 of 7

"Deliverable: Written reports on project activities. The first report, for project activities through June 30, 2010, will be due no later than July 31, 2010. The second report, for project activities through June 30, 2011, will be due no later than July 31, 2011. The end of project report, for all project activities through December 31, 2011, will be due no later than January 31, 2012."

19. On page 3 of 7, Project Activities, 5, Deliverable, last paragraph, change "September 2011" to "January 31, 2012."

20. On page 4 of 7, Project Cost, change:

"VCHIP will provide a financial report of total project costs at the end of Year 1 for costs during that year, and at the end of the project of the costs for Year 2 and the whole project. The financial reports will follow the format in the budget."

to:

"VCHIP will provide financial reports of total project costs, as follows: by November 30, 2010, for project costs through September 30, 2010; and at the end of the project for costs for October 1, 2010 through December 31, 2011, and for the entire project since it began. The final report is due by February 28, 2012."

21. On page 4 of 7, Staff Descriptions, first paragraph, change "Principal Investigator & Improvement Advisor" to "Project Lead Faculty & Improvement Advisor" in both the heading and the first sentence.

22. On pages 6 of 7 and 7 of 7, delete Payment Provisions in their entirety and substitute in lieu thereof the new Payment Provisions, as follows:

"DVHA will remit funds to UVM for this project upon receiving invoices for these funds. UVM will invoice Quarterly for expenses for this project, as listed below. Quarterly invoices are due within sixty (60) days after the last day of the quarter and the final invoice is due within ninety (90) days of project completion. The State will reimburse the contractor minus 10% retained subject to receipt of all deliverables. UVM may request retained funds at the end of September 2010 and at the end of the project. Total amount of the grant award for the entire project will not exceed \$300,000.00.

Invoices should be sent to: Russell Frank
 Department of Vermont Health Access
 312 Hurricane Lane, Suite 201
 Williston, VT 05495

23. On page 7 of 7, delete the following in its entirety:

"Project Continuation

While the existing Contract ends September 30, 2010, it is the intent of both parties to complete the developmental screening project through an extension of the existing Contract or some other contractual agreement.”

Project #3 of this Contract, entitled “Quality Improvement, Research, and Evaluation of OVHA’s Chronic Care Initiative,” consists of six (6) pages. Project #3 is amended effective October 1, 2010, as follows:

24. On page 3 of 6, Project Description, VCHIP Responsibilities, after item #9, add the following new paragraph:

“Phase three of Project #3 will include a targeted evaluation of the direct care coordination expansion pilot DVHA is implementing beginning SFY 2011 under the AHS Challenges for Change initiative. The Contractor will provide an evaluation of the effectiveness of the DVHA direct care coordination expansion in improving clinical and utilization outcomes. The Contractor in consultation with DVHA will provide a final detailed work plan no later than November 1, 2010. The work plan will include a final project description, specific activities and deliverables/products, and a final data request detailing the specific data the Contractor needs from DVHA to ensure the Contractor can complete the project as outlined. The initial direct care coordination expansion pilot evaluation results will be delivered to DVHA no later than January 31, 2011, and quarterly thereafter throughout both years of the Contract extension; a final report will be delivered by November 30, 2012. The budget for the work plan for phase three of Project #3 will not exceed \$259,123 and the project term will not exceed 24 months.

25. On page 4 of 6, Payment Provisions, delete the last sentence:

“Quarterly invoices will be submitted no later than 30 days after the last day of the quarter.”

And replace it with:

“Quarterly invoices will be submitted no later than 60 days after the last day of the quarter, except for the final invoice, which will be submitted no later than 90 days after the close of the project.”

26. On page 4 of 6, Payment Provisions, change “Bills/invoices should be submitted to: Victoria Loner, Managed Care Director, Office of Vermont Health Access, 312 Hurricane Lane, Suite 201, Williston, VT 05495” to:

“Bills/invoices should be submitted to:

Victoria Loner, Director
Division of Health Services and Managed Care
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495

27. On page 5 of 6, Project Timeline, change the end date for “Complete quality improvement project” from “September 30, 2010” to “December 31, 2010.”

**STATE OF VERMONT
AMENDMENT TO CONTRACT FOR SERVICES
University of Vermont and State Agricultural College**

**Contract # 13762
Amendment # 1
Page 5 of 7**

Project #7 of this Contract, entitled "Personal Services for Out-of-State Travel, OVHA's Medical Director," consists of two (2) pages. Project #7 is amended effective October 1, 2010, as follows:

28. Change all references from "Millie Farber" to "Mildred Farber."
29. On page 1 of 2, ii, Project Title, Work Plan, add "or Mildred Farber" at the end of "Per conditions of OVHA Contract 13762, UVM will acquire prior approval for any out-of-state travel for Dr. Farber."
30. On page 1 of 2, iii, Effective Dates, change "September 30, 2010" to "September 30, 2012."
31. On page 1 of 2, iv, Points of Contact, change "UVM – Deb McAdoo; OVHA – Bill Clark" to:
"UVM – Patricia Berry
DVHA – Melissa Jenkins"
32. On page 1 of 2, vii, delete "Annual Budget" in its entirety and substitute in lieu thereof the new Annual Budget, as follows:

vii. Annual Budget: \$5,629.00
Direct Costs: \$4,333.00 Total
Detail: \$983.00 wage & fringe (\$15/hr x 8hrs/day x 8.2 days)
\$3,350.00 expenses (air fare, \$55.00 per diem, incidentals)
Indirect Costs: \$1,295.50 (29.9%)

This amendment consists of 7 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract (#13762), effective October 1, 2008, shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties set forth below agree to execute this Amendment as set forth below:

STATE OF VERMONT:

Signature: _____

Date: _____

Name: Susan Besio, Ph.D.
Title: Commissioner
Department of Vermont Health Access

CONTRACTOR:

Signature: _____

Date: _____

Name: Ruth Farrell
Title: Associate Vice President
Office of Sponsored Programs
University of Vermont

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

I. Medical Director

Costs for the DVHA Medical Director will not exceed \$552,328.00 for the two-year contract extension period. Costs will include, salary, fringe, direct personnel (expense & in state travel), indirect. Out-of-State travel expenses for the Medical Director must be approved in advance of the travel by the Commissioner of DVHA; the Contractor will be reimbursed for mileage, food, and lodging expenses at the rates established by the Contractor.

Beginning with the December 31, 2010 invoice for services from October 1, 2010 to December 31, 2010, the State will pay the Contractor \$69,041.00 per quarter for the services provided in Attachment A, Section A. Payment by DVHA is conditioned on receipt and approval of a statement of the services provided by the Medical Director in the previous quarter. The State may prorate this quarterly amount for any month the Contractor does not provide the 85% of the level of service specified on page 5, Attachment A, Section A. 2, item c.

II. Consultation and Technical Assistance

A. Project Principal Investigator

Judy Shaw will be Principal Investigator (PI) for all projects and activities approved under this Contract. The PI will provide oversight, technical assistance, and consultation and will ensure project integrity and project completion on time and within budget. Costs for PI responsibilities will not exceed \$33,150 during the two (2) year period covered by this Contract Amendment, and will be paid quarterly based upon actual expenses.

B. All subsequent projects:

Each individual project as defined in Attachment A, Section C shall require a separate budget and prior approved payment provisions for additional funds needed to carry out the project. All budget and specific payment provisions must be approved prior to the start of work by the Commissioner of DVHA and by the Secretary of the AHS based on the specific project. The budget will include direct and indirect costs as required for the project.

Payment provisions for individual projects may be either on a fixed-price per deliverable or cost reimbursement basis as mutually agreed.

The State will make payments to the Contractor upon receipt of quarterly signed bills/invoices to the State in accordance with the budget line items specified in the budgets for the individual projects as defined in the Detailed Work Plans described in Attachment A.

**STATE OF VERMONT
AMENDMENT TO CONTRACT FOR SERVICES
University of Vermont and State Agricultural College**

**Contract # 13762
Amendment # 1
Page 7 of 7**

In all cases, should the parties agree to terminate the Contract, in whole or in part, prior to its completion, the State shall reimburse the Contractor for all approved unreimbursed expenses and non-cancellable encumbrances reasonably or necessarily made prior to the effective date of termination, such reimbursement, in combination with prior payments, not to exceed the total specified for the Contract or project. Conversely, Contractor shall refund any amount paid by State in excess of all expenses and non-cancellable encumbrances reasonably or necessarily made prior to the effective date of termination. In the event of early termination, Contractor shall provide State with copies of work in progress under the agreement. Upon notice of termination contractor will stop all work unless otherwise directed by the Commissioner of DVHA.

The State will not pay invoices if not received within six months of the delivery of services or contract completion.

The Contractor will submit a signed and dated bill/invoice for services rendered under Section I (Medical Director) and Section II-A (Consultation and Technical Assistance - Project Principal Investigator) of these Payment Provisions to:

Victoria Loner, Director
Division of Health Services and Managed Care
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495

The State will remit all payments to:

Grant and Contract Administrative Services
223 Waterman Building
University of Vermont
Burlington, VT 05405